



Attachment A –Terms and Conditions
RFX No. 3000005988 TITLE: Proficiency Test Standards
DHH – Office of Public Health

Bidder:

Bid delivery instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location: Bids may be mailed through the U.S. Postal Service to our box at:

P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing awards: In accordance with L.A.C. 34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****Attention: ****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGov at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Paid enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

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Terms and Conditions: This solicitation contains all the terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

Vendor's Forms: The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Acceptance: Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

Cancellation: The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

Deliveries: Contractors will maintain an adequate supply of all items in order to meet specified delivery.

Proprietary: This bid has been approved as a proprietary purchase in accordance with RS 39:1655. Only bidders of the specified brand and model will be considered for an award. No substitutes allowed.

Invoices: Invoice will be submitted by the contractor to the using agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase / release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount, and shall be submitted on the contractor's own invoice form.

Payment: Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

Method of Award: Award to be made on an all-or-none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

New FY Delivery: Any orders resulting from this solicitation will be paid with next FY funds, if appropriated by the Legislature. Delivery cannot be made prior to July 1, and your bid prices must be firm for acceptance and delivery accordingly.

Increase/decrease: The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

Renewal: At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Contract period: This contract shall be effective for the period beginning July 1, 2016 or date of award and ending June 30, 2017.

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Certification of No Suspension or Debarment: Certification of no suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “audit requirements in Subpart F of the Office of Management and Budget’s uniform administrative requirements, cost principles, and audit requirements for federal awards” (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

LaCarte procurement card:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the state and vendors, the state intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the electronic vendor payment solution (EVP) or electronic funds transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

LaCarte

The LaCarte procurement card uses a visa card platform. Vendors receive payment from state agencies using the card in the same manner as other visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT

EFT payments are sent from the state’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept automated clearing

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house (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf> . To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/erp/pdfs/lagov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf> and <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email address and phone number of Authorized Individual

Preference:

In accordance with Louisiana Revised Statutes 39:1595, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes_____

Specify line number (s):_____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled:

(Note: If more space is required, include on separate sheet)

Do you have a Louisiana Business Workforce? Yes_____No_____

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If so, do you certify that at least fifty percent (50%) of your Louisiana Business Workforce is comprised of Louisiana residents? Yes_____No_____

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

Procurement of United States products:

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) “Manufactured in the United States” means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) “United States” means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____yes

Specify line
number(s):_____

Specify location within the United States where this product is manufactured:

(Note: If more space is required, include on separate sheet)

Insurance Requirements for Contractors:

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers compensation insurance shall be in compliance with the workers compensation law of the state of the contractor's headquarters. Employer's liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A.M. best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- A. The agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- B. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees and volunteers. Any insurance or self- insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- C. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All Coverages

- A. Coverage shall not be canceled, suspended, or voided by either party (the contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- B. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- C. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- D. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do

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business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only of the policy shall not affect coverage provided to the agency, its if at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each officers, agents, employees and volunteers. Thereof shall release the contractor from the obligations of the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana workers compensation act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend,

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indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/hold harmless agreement

contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

I. Third Party Beneficiaries

Both bidder/contractor and the State understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

Delivery: No initial delivery required. Orders will be phoned in on an as needed basis during the contract period.

*****INSIDE DELIVERY*****
First Floor Receiving Area. Elevator, No Loading Dock.

Contact Person: Donnell Ward
225-219-5247 –OR- 24/7 Lab Phone: 504-458-9537

Restrictions: To make deliveries, enter facility through West Gate (Side). No 18-wheelers: This facility cannot accommodate delivery by 18-wheelers. No loading dock or forklift at facility. All trucks must have a lift gate or forklift must be provided by the delivery company. Maximum clearance to enter delivery area 14'6".

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Sufficient information:

Sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

*** Failure to comply with this request may eliminate your bid from consideration.

Any questions, please contact buyer at the Office of State Procurement immediately.

State Procurement Officer:

Vicky Hebert

Phone: 225-342-4824

Email: vicky.hebert@la.gov